Prepared by:

Baker, Donelson, Bearman, Caldwell and Berkowitz,

P.C.

Attn: William S. Mendenhall

4268 I 55 North

Meadowbrook Office Park

Jackson, Mississippi 39211

(601) 351-2400

Return to:

Eva Mosley

Fidelity National Title

200 Galleria Pkwy #2060

Atlanta, GA 30339

To the Chancery Clerk of Desoto County, Mississippi: The real property described herein is situated in the NW 1/4, Section 26, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi.

#### LEASE SUBORDINATION AGREEMENT

THIS LEASE SUBORDINATION AGREEMENT (this "Agreement") is dated effective as of May 4, 2011 by GGNSC Equity Holdings LLC, having an office at c/o Drumm Investors LLC, 1000 Fianna Way, Fort Smith, AR 72919 ("Master Tenant") and GGNSC Southaven LLC, having an office at c/o Drumm Investors LLC, 1000 Fianna Way, Fort Smith, AR 72919 ("Subtenant") in favor of CITIBANK, N.A., as administrative agent (in such capacity, together with its successors and assigns, "Agent") for the Secured Parties as defined in the Credit Agreement (defined below), having an address at 388 Greenwich Street, New York, NY 10013.

### RECITALS:

A. Master Lease. Master Tenant is the tenant under that certain Master Lease dated as of March 14, 2006, by and among Master Landlords (as defined therein and as listed on Schedule A attached hereto), collectively as joint landlords, (individually and collectively, "Landlord") and Master Tenant, as amended by that certain Amendment to Leases dated as of March 14, 2006, among said certain Master Landlords, Master Tenant, BEI Leaseback Holdings LLC, the GGNSC Subtenants (as defined therein) and the EBO Subtenants (as defined therein) (as amended through the date hereof, the "Master Lease") pursuant to which Master Tenant leased a portion (the "Leased Premises") of the property described in Schedule B attached hereto (the "Subject Property").

B. <u>Sublease</u>. Subtenant is the tenant under a certain Sublease dated as of March 14, 2006 between Master Tenant, as landlord, and Subtenant, as tenant (as amended through the date hereof, the "Sublease"), pursuant to which Subtenant leased the Leased Premises from Master Tenant.

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- C. <u>Credit Agreement</u>. Drumm Investors LLC, a Delaware limited liability company ("Borrower"), the Landlord, as guarantor, the other Guarantors (as defined therein) party thereto, Agent and the lending institutions, other agents and other parties listed therein have entered into that certain Credit Agreement dated as of May 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities, whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon Agent's acknowledgment of the termination of the predecessor Credit Agreement).
- D. Mortgage. Landlord has granted or will grant a mortgage lien on and security interest in the Subject Property to Agent (for its benefit and for the benefit of the Secured Parties in connection with the Credit Agreement) pursuant to one or more mortgages, deeds of trust, deeds to secure debt or similar security instruments (collectively, the "Security Instruments").
- E. Master Tenant and Subtenant have agreed to subordinate their respective interests under the Master Lease and the Sublease to the lien and provisions of the Security Instruments on the terms and conditions hereinafter set forth.

#### AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. <u>Subordination of Master Lease</u>. Notwithstanding anything to the contrary set forth in the Master Lease, the Master Lease and the leasehold estate created thereby and all of Master Tenant's rights thereunder are and shall at all times be subject and subordinate in all respects to the Security Instruments and the lien thereof, and to all rights of Agent thereunder, and to any and all advances to be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof.
- 2. <u>Subordination of Sublease</u>. Notwithstanding anything to the contrary set forth in the Sublease, the Sublease and the leasehold estate created thereby and all of Master Tenant's and Subtenant's rights thereunder are and shall at all times be subject and subordinate in all respects to the Security Instruments and the lien thereof, and to all rights of Agent thereunder, and to any and all advances to be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof.
- 3. Attornment. Master Tenant agrees to attorn to, accept and recognize Agent, its successors in interest, and any other person acquiring title to the Subject Property through a foreclosure (an "Acquiring Party") as the landlord under the Master Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Master Lease, and any extensions thereof as made pursuant to the Master Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Master Tenant as a condition to its effectiveness. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to), to the extent permitted under applicable law, a sheriff's or trustee's sale under the power of sale contained in the Security Instruments, the termination of any superior lease of the Subject Property and any other transfer of the Landlord's interest in the Subject Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

- 4. <u>No Liability</u>. Notwithstanding anything to the contrary contained herein, in the Master Lease or in the Sublease, it is specifically understood and agreed that neither the Agent, any receiver nor any Acquiring Party shall be:
  - (a) liable for any act, omission, negligence or default of any prior landlord, including Landlord or Master Tenant in its capacity as sublandlord under the Sublease (a "Prior Landlord"); or
  - (b) liable for any failure of any Prior Landlord to construct any improvements or bound by any covenant to construct any improvement either at the commencement of the term of the Master Lease or the Sublease or upon any renewal or extension thereof or upon the addition of additional space pursuant to any expansion right contained in the Master Lease or the Sublease; or
  - (c) subject to any offsets, credits, claims or defenses which Master Tenant or Subtenant might have against any Prior Landlord; or
  - (d) bound by any rent or additional rent which is payable on a monthly basis and which Master Tenant or Subtenant might have paid for more than one (1) month in advance to any Prior Landlord or by any security deposit or other prepaid charge which Master Tenant or Subtenant might have paid in advance to any Prior Landlord; or
  - (e) liable to Master Tenant or Subtenant hereunder or under the terms of the Master Lease or the Sublease beyond its interest in the Subject Property.

Notwithstanding the foregoing, Master Tenant and Subtenant each reserves its right to any and all claims or causes of action (i) against such Prior Landlord for prior losses or damages and (ii) against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Subject Property.

# 5. <u>Certain Acknowledgments and Agreements by Master Tenant and Subtenant.</u>

- (a) Master Tenant has notice that the Master Lease and the rents and all other sums due thereunder have been assigned to Agent as security for the obligations secured by the Security Instruments. In the event Agent notifies Master Tenant of the occurrence of a default under the Security Instruments and demands that Master Tenant pay its rents and all other sums due or to become due under the Master Lease directly to Agent, Master Tenant shall honor such demand and pay its rent and all other sums due under the Master Lease directly to Agent or as otherwise authorized in writing by Agent. Landlord irrevocably authorizes Master Tenant to make the foregoing payments to Agent upon such notice and demand.
- (b) Subtenant has notice that the Sublease and the rents and all other sums due thereunder have been assigned to Agent as security for the obligations secured by the Security Instruments. In the event Agent notifies Subtenant of the occurrence of a default under the Security Instruments and demands that Subtenant pay its rents and all other sums due or to become due under the Sublease directly to Agent, Subtenant shall honor such demand and pay its rent and all other sums due under the Sublease directly to Agent or as otherwise authorized in writing by Agent. Master Tenant irrevocably authorizes Subtenant to make the foregoing payments to Agent upon such notice and demand.

#### 6. Agent To Receive Default Notices.

- (a) Master Tenant shall notify Agent of any default by Landlord under the Master Lease which would entitle Master Tenant to cancel the Master Lease, and agrees that, notwithstanding any provisions of the Master Lease to the contrary, no notice of cancellation thereof shall be effective unless Agent shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default or, if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.
- (b) Master Tenant shall notify Agent of any default by Subtenant under the Sublease which would entitle Master Tenant to cancel the Sublease, and agrees that, notwithstanding any provisions of the Sublease to the contrary, no notice of cancellation thereof shall be effective unless Agent shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default or, if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.
- Subtenant shall notify Agent of any default by Master Tenant under the Sublease which would entitle Subtenant to cancel the Sublease, and agrees that, notwithstanding any provisions of the Sublease to the contrary, no notice of cancellation thereof shall be effective unless Agent shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default or, if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.
- Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) four (4) Business Days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.
- shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties; provided, however, that in the event of the assignment or transfer of the interest of Agent, all obligations and liabilities of Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Agent's interest is assigned or transferred. In addition, Master Tenant and Subtenant acknowledge that all references herein to Landlord and Master Tenant, respectively, shall mean the holder of the landlord's interest under the Master Lease or the sublandlord's interest under the

Sublease, as applicable, even if said holder shall be different from the Landlord or sublandlord named in the Recitals.

- 9. <u>Duplicate Original: Counterparts</u>. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.
- 10. <u>Limitation of Agent's Liability</u>. (a) Agent shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Master Lease, the Sublease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.
  - (b) In the event that Agent shall acquire title to the Leased Premises or the Subject Property, Agent shall have no obligation, nor incur any liability, beyond Agent 's then equity interest, if any, in the Leased Premises, and Master Tenant and Subtenant shall look exclusively to such equity interest of Agent, if any, in the Leased Premises for the payment and discharge of any obligations imposed upon Agent hereunder or under the Master Lease or Sublease, and Agent is hereby released and relieved of any other obligations hereunder and under the Master Lease and the Sublease.
- 11. <u>Modification in Writing</u>. This Agreement may not be modified except by an agreement in writing signed by the Agent and the parties hereto or their respective successors in interest or permitted assigns.
- 12. <u>Lien of Security Instruments</u>. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Security Instruments or the provisions thereof.
- 13. <u>Controlling Terms</u>. Master Tenant and Subtenant agree that in the event there is any inconsistency between the terms and provisions hereof and the terms and provisions of the Master Lease or the Sublease, the terms and provisions hereof shall be controlling.
- 14. Governing Law: Severability. This Agreement shall be governed by the laws of the State in which the Subject Property is located. If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- execute and deliver, at any time and from time to time upon the request of Agent or any Acquiring Party, such documents and instruments (in recordable form, if requested) as may be necessary or appropriate, in the reasonable opinion of Agent or any Acquiring Party, to fully implement or to further evidence the understandings and agreements contained in this Agreement. Moreover, Master Tenant and Subtenant each hereby irrevocably appoints and constitutes Agent or any Acquiring Party as its true and lawful attorney-in-fact to execute and deliver any such documents or instruments which may be necessary or appropriate, in the reasonable opinion of Agent or any Acquiring Party, to implement or further evidence such understandings and agreements and which Master Tenant or Subtenant, as applicable, after thirty (30) days' notice from Agent or any Acquiring Party, has failed to execute and deliver.

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IN WITNESS WHEREOF, Master Tenant and Subtenant have caused this Agreement to be duly EXECUTED AND DELIVERED effective as of the date first above written, by authority duly given.

> GGNSC Equity Holdings LLC, as Master Tenant

By:

Rasmusseh-Jones

Title: Secretary

### **ACKNOWLEDGEMENT**

STATE OF ARKANSAS COUNTY OF CRAWFORD

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of September, 2011, within my jurisdiction, the within named Holly A. Rasmussen-Jones, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Brenda N. Boster, Notary Public

My Commission Expires: June 14, 2016



MS - 00827

GGNSC Southaven LLC, as Subtenant

Ву:

Name: Holly A. Rasmussen-Jones

Title: Secretary

## **ACKNOWLEDGEMENT**

STATE OF ARKANSAS )

COUNTY OF CRAWFORD

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of September, 2011, within my jurisdiction, the within named Holly A. Rasmussen-Jones, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Brenda N. Boster, Notary Public

My Commission Expires: June 14, 2016

[AFFIX NOTARIAL SEAL]

PUBLIC PUBLIC OCCUPATION

The undersigned, as the Landlord named in the Recitals, having duly executed this Agreement as of the date first written above, and as mortgagor, pledgor, assignor or debtor under the Security Instruments, hereby accepts and agrees for itself and its successors and assigns, (i) to be bound by the provisions of Section 6 hereof, (ii) that nothing contained in the foregoing Agreement (x) shall in any way be deemed to constitute a waiver by Agent of any of its rights or remedies under the Security Instruments or (y) shall in any way be deemed to release Landlord from its obligations to comply with the terms, provisions, conditions, covenants and agreements set forth in the Security Instruments and (iii) that the provisions of the Security Instruments remain in full force and effect and must be complied with by Landlord.

GPH Southaven LLC,

as Landlord

By:

Name: Holly A. Rasmussen-Jones

Title: Secretary

# **ACKNOWLEDGEMENT**

STATE OF ARKANSAS )
COUNTY OF CRAWFORD )

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of September, 2011, within my jurisdiction, the within named Holly A.

Rasmussen-Jones, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Brenda N. Boster, Notary Public

My Commission Expires: June 14, 2016



MS - 00827

# SCHEDULE A

# **Landlord**

Master Lease between the entities as set for GGNSC Equity Holdings LLC, as Master T	th below, collectively as Master Landlord, and Fenant, dated as of March 14, 2006
GPH MONTGOMERY LLC	GPH ROME LLC
GPH OXFORD LLC	GPH TIFTON LLC
GPH ARAB LLC	GPH DECATUR II LLC
GPH BOAZ LLC	GPH ATLANTA LLC
GPH FOLEY LLC	GPH AUGUSTA II LLC
GPH LANETT LLC	GPH DECATUR III LLC
GPH BESSEMER LLC	GPH LAWRENCEVILLE LLC
GPH BIRMINGHAM LLC	GPH THOMASVILLE LLC
GPH WINFIELD LLC	GPH MARIETTA LLC
GPH ONEONTA LLC	GPH RICHMOND LLC
GPH HUEYTOWN LLC	GPH OAKMONT LP
GPH TRUSSVILLE LLC	GPH BLOOMINGTON LLC
GPH MCGEHEE LLC	GPH EVANSVILLE WOODBRIDGE LLC
GPH MONTICELLO LLC	GPH TELL CITY LLC
GPH CROSSETT LLC	GPH KOKOMO LLC
GPH CAMDEN LLC	GPH NEWBURGH LLC
GPH HARRISON II LLC	GPH EVANSVILLE BRENTWOOD LLC
GPH HEBER SPRINGS LLC	GPH LANSING LLC
GPH HARRISON HILLTOP LLC	GPH COTTONWOOD LLC
GPH ROGERS LLC	GPH DOWNS LLC
GPH HOT SPRINGS LLC	GPH SPRING HILL LLC
GPH ARKADELPHIA LLC	GPH EL DORADO II LLC
GPH NORTH LITTLE ROCK LLC	GPH NEODESHA LLC
GPH EL DORADO III LLC	GPH LUCAS LLC
GPH AUGUSTA WINDERMERE LLC	GPH WELLINGTON LLC
GPH TUCKER BRIARWOOD LLC	GPH FREEDONIA LLC
GPH WILSON LLC	GPH GLOUCESTER LLC

GPH EDWARDSVILLE PARKWAY LLC	GPH FTTCHBURG LLC
GPH EDWARDSVILLE II LLC	GPH NORWOOD LLC
GPH EDWARDSVILLE III LLC	GPH DEDHAM LLC
GPH WAKEFIELD LLC	GPH MELROSE CENTER LLC
GPH ESKRIDGE LLC	GPH ANOKA LLC
GPH PITTSBURG LLC	GPH SLAYTON LLC
GPH LINCOLN LLC	GPH EXCELSIOR LLC
GPH MARION LLC	GPH HIBBING LLC
GPH GREENSBURG LLC	GPH HENNINGS LLC
GPH VANCEBURG LLC	GPH RUSH CITY LLC
GPH STANFORD LLC	GPH WALKER LLC
GPH LOUISVILLE HILLCREEK LLC	GPH ST. CHARLES LLC
GPH LOUISVILLE CAMBLOT LLC	GPH MINNEAPOLIS CHATEAU LLC
GPH FRANKPORT LLC	GPH DELANO LLC
GPH LOUISVILLE ST. MATTHEWS LLC	GPH FRANKLIN II LLC
GPH LOUISVILLE MT. HOLLY LLC	GPH STILLWATER GREELEY LLC
GPH FREDERICK LLC	GPH LA CRESCENT LLC
GPH LEXINGTON LLC	GPH STILLWATER LINDEN LLC
GPH WEST NEWTON LLC	GPH ST. PAUL LYNNHURST LLC
GPH CHESTNUT HILL LLC	GPH FRIDLEY LLC
GPH MELROSE ELMHURST LLC	GPH BENSON LLC
GPH MIDDLEBORO LLC	GPH MOORHEAD II LLC
GPH ATTLEBORO RIDGE COURT LLC	GPH OLIVIA LLC
GPH ATTLEBORO PLEASANT MANOR LLC	GPH ROCHESTER LLC
GPH WORCESTER LLC	GPH MINNEAPOLIS ST. LOUIS PARK LLC
GPH PLYMOUTH LLC	GPH WABASSO LLC
GPH MALDEN DEXTER LLC	GPH MINNEAPOLIS BLOOMINGTON LLC
GPH COHASSET LLC	GPH BATTLE LAKE LLC
GPH TAUNTON LLC	GPH ST. PAUL LAKE RIDGE LLC
GPH NEWTON LLC	GPH WAYZATA LLC
GPH AMORY LLC	GPH O'NEILL LLC

GPH BATESVILLE LLC	GPH PLATTSMOUTH LLC
GPH RIPLEY LLC	GPH SCHUYLER LLC
GPH TUPELO LLC	GPH TEKAMAH LLC
GPH BROOKHAVEN LLC	GPH WAUSA LLC
GPH EUPORA LLC	GPH GRAND ISLAND PARK PLACE LLC
GPH SOUTHAVEN LLC	GPH GRAND ISLAND LAKEVIEW LLC
GPH TYLERTOWN LLC	GPH NELIGH LLC
GPH ALBANY LLC	GPH BROKEN BOW LLC
GPH INDEPENDENCE II LLC	GPH SARGENT LLC
GPH ODESSA LLC	GPH SCOTTSBLUFF LLC
GPH SMITHVILLE LLC	GPH SIDNEY LLC
GPH NEW MADRID LLC	GPH TILDEN LLC
GPH BLOOMFIELD LLC	GPH OLD BRIDGE LLC
GPH DEXTER LLC	GPH GREENSBORO STARMOUNT LLC
GPH WELLSVILLE LLC	GPH CHARGOTTE RENIVISSANCE LLC
GPH JEFFERSON CITY LLC	GPH ASHEVILLE LLC
GPH ANDERSON LLC	GPH GRBENVILLE LLC
GPH ST. JAMES LLC	GPH GREENSBORO II LLC
GPH MEXICO LLC	GPH MOUNT AIRY LLC
GPH MALDEN II LLC	GPH TARBORO LLC
GPH BRANSON LLC	GPH LUMBERTON LLC
GPH COLUMBUS LLC	GPH CHARLOTTE AMERICAN LLC
GPH COZAD LLC	GPH SAINT MARYS LLC
GPH FRANKLIN III LLC	GPH NAPOLEON LLC
GPH FULLERTON LLC	GPH KIRTLAND LLC
GPH HARTINGTON LLC	GPH LIMA LLC
GPH NEBRASKA CITY LLC	GPH ARMOUR LLC
GPH NORFOLK VALLEY VIEW LLC	GPH IPSWICH LLC
GPH OMAHA HALLMARK LLC	GPH GROTON LLC
GPH OMAHA OAK GROVE LLC	GM SALEM LLC
GPH SIOUX FALLS LLC	GPH ABBOTSFORD LLC

GPH REDFIELD LLC	GPH SUPERIOR LLC
GPH CLARK LLC	GPH ASHLAND LLC
GPH ARLINGTON LLC	GPH TOMAHAWK GOLDEN AGE LLC
GPH RAPID CITY BLACK HILLS LLC	GPH RIB LAKE LLC
GPH RAPID CITY BELLA VISTA LLC	GPH TOMAHAWK RIVERVIEW LLC
GPH LAKE NORDEN LLC	GPH BEAVER DAM LLC
GPH RAPID CITY MEADOWBROOK MANOR LLC	GPH WATERTOWN LLC
GPH MOBRIDGE LLC	GPH FORT ATKINSON LLC
GPH RAPID CITY II LLC	GPH GLENDALE LLC
GPH PIERRE LLC	GPH MUSCODA LLC
GPH MILBANK II LLC	GPH GREENFIELD LLC
GPH MADISON SOUTH DAKOTA LLC	GPH FRESNO LP
GPH CLINTON LLC	GPH SHAPTER LP
GPH WINCHESTER LLC	GPH STOCKTON LP
GPH SPRINGFIELD LLC	GPH POTTSVILLE LP
GPH UNION CITY LLC	GPH WILKES-BARRE EAST MOUNTAIN LP
GPH UNION CITY LLC  GPH GALLATIN BRANDYWOOD LLC	
	LP
GPH GALLATIN BRANDYWOOD LLC	CPH SCRANTON LP
GPH GALLATIN BRANDYWOOD LLC GPH BERRYVILLE LLC	GPH SCRANTON LP  GPH DOYLESTOWN LP
GPH GALLATIN BRANDYWOOD LLC GPH BERRYVILLE LLC GPH FREDRICKSBURG II LLC	LP GPH SCRANTON LP GPH DOYLESTOWN LP GPH UNIONTOWN LP
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GPH GALLATIN BRANDYWOOD LLC GPH BERRYVILLE LLC GPH FREDRICKSBURG II LLC GPH GALAX LLC GPH CLIFTON FORGE LLC GPH	LP GPH SCRANTON LP GPH DOYLESTOWN LP GPH UNIONTOWN LP GPH LANCASTER LP GPH LANSDALE LP
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GPH GALLATIN BRANDYWOOD LLC GPH BERRYVILLE LLC GPH FREDRICKSBURG II LLC GPH GALAX LLC GPH CLIFTON FORGE LLC GPH GPH MARTINSVILLE LLC GPH PORTSMOUTH LLC GPH GLEN ALLEN MANOR LLC GPH VIRGINIA BEACH LLC GPH BUENA VISTA LLC	CPH SCRANTON LP  GPH DOYLESTOWN LP  GPH UNIONTOWN LP  GPH LANCASTER LP  GPH LANSDALE LP  GPH PHOENIXVILLE II LP  GPH ROSEMONT LP  GPH EAST STROUDSBURG LP  GPH MOUNT PENN LP  GPH ERIE WESTERN RESERVE LP
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GPH HARRISBURG LP	GPH TUNKHANNOCK LP
GPH CANONSBURG LP	GPH PHILADELPHIA LP
GPH MURRYSVILLE LP	GPH GETTYSBURG LP
GPH CAMP HILL WEST SHORE LP	GPH CAMP HILL III LP
GPH MT. LEBANON LP	GPH WARREN II LP
GPH SUNBURY LP	GPH CLARION LP
GPH OIL CITY LP	GPH WAYNESBURG LP
GPH HASTINGS LP	GPH ALTOONA HILLVIEW LP
GPH WARREN KINZUA VALLEY LP	GPH MEADVILLE LP
GPH JOHNSTOWN LP	GPH CAMBRIDGE SPRINGS LP
GPH MEYERSDALE LP	GPH TITUSVILLE LP
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#### SCHEDULE B

# **Description of Subject Property**

Legal Description of premises located at 1730 Dorchester Drive, Southaven, MS:

A part of the Cobb Estate located in section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more specifically described as follows:

Begin at the stake at the Southeast corner of lot 2937, Section "N", Southaven West Subdivision, as recorded in Plat Book 5, Pages 8 & 9, Registers office, Hemando, DeSoto County, Mississippi; thence North 00 degrees 29' West 165.00 feet to a stake; thence South 89 degrees 10' Bast 337.64 feet to a stake; thence South 03 degrees Bast 653.24 feet to the stake in the South line of a 200 foot Power Line Basement; thence South 81 degrees 03' West 517.13 feet to a stake in the East line of Dorchester Drive; thence North 03 degrees 09' West 568.08 feet to a stake in the South line of the said Southaven West Subdivision; thence North 88 degrees 10' Bast 171.74 feet to the point of beginning.

Being located in part of the Northwest Quarter of said Section 26.

The above described property is also known as the as-surveyed legal description as shown on the survey of Barge Waggoner Sumner & Cannon, Inc., Job No. 3323204, as follows:

A tract of land located in the northwest quarter of Section 28, Township 1 South, Range 8 West in DeSoto County, Mississippl being the GPH Southeven LLC property as recorded in Book 527, Page 145 in the Chancery Clerk's Office in DeSoto County, Mississippl and being more particularly described as follows:

BEGINNING at a point being the southeast corner of Lot 2937 of Section "N" of Southsven West Subdivision as recorded in Plat Book 5, Pages 8 and 9 in seld Chancery Clerk's Office; thence North 6/2 degrees 35 minutes 52 seconds West along the east line of Lots 2937 and 2938 of seld Section "N" a distance of 164.88 feet to a point being the southwest corner of Lot 15 of Coral Meadows Subdivision as recorded in Plat Book 36, Page 14; thence North 68 degrees 24 minutes 52 seconds East along the south line of Lots 15, 14 and 13 of seld Coral Meadows a distance of 331.10 feet to a point in the west line of the Colonial Hills Baptist Church property as recorded in Book 264, Page 281; thence South 03 degrees 36 minutes 59 seconds East along the west line of seld Colonial Hills Baptist Church and the west line of the Highway Missionary Baptist Church property as recorded in Book 72, Page 309 a distance of 672.65 feet to a point being the northeast corner of the Richard T. Watson et all property as recorded in Book 106, Page 505; thence South 80 degrees 46 minutes 00 seconds West along the north line of seld Watson property a distance of 517.36 feet to a point in the east line of Dorchester Drive (50' R.O.W.); thence North 03 degrees 09 minutes 00 seconds West along seld east line and along the east line of Lot 5 of Dorchester Heights Subdivision as recorded in Plat Book 103, Page 40 a distance of 567.72 feet to a point in the south line of Lot 2936 of seld Section "N" of Southeven West Subdivision; thence North 85 degrees 34 minutes 43 seconds East along the south line of Lots 2936 and 2937 of seld Section "N" a distance of 175.97 feet to the POINT OF BEGINNING and containing 331,777 square feet or 7,517 acres of land, more or less.

[End of Exhibit]